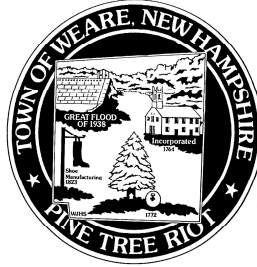


# TOWN OF WEARE, N.H.

## Fire Department

### Lawn Care Specifications

#### 2017-2018



No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the written consent of the Town. All bidders shall provide three (3) letters of reference.

1. Scope of Work: This is a general lawn care contract for services for those fire houses, cisterns, and dry hydrants that are listed below.

All sites, including dry hydrants and cisterns, shall include extensive spring clean-up, to be conducted in April or as soon as the snowcover has abated. Spring clean-up will include at a minimum, raking, removal of all winter road maintenance debris such as sand-salt mix, stones, leaves, and other debris.

~~These fire houses~~ **The following Cisterns (C) and Fire Ponds (FP)** will receive **monthly** ~~weekly~~ lawn maintenance throughout the term of the contract. They shall be maintained in a clean and well trimmed appearance. Any mowing debris shall be moved to a location off-site such as the Town of Weare Transfer Station. Such site shall be agreed to ahead of performing work by the Fire Chief and destination site management.

~~Two auxiliary fire station houses located at:~~

~~A. South Weare Station, 797 South Stark Highway~~

~~Weekly~~

~~B. East Weare Station, 883 Concord Stage Road~~

~~Weekly~~

**C. Cisterns & Dry Hydrants (C), Fire Ponds (FP)--Frequency: Monthly Maintenance**

Beaver Pond Estates (C)

Bartlett Drive (C)

Elm Drive (C)

Renshaw Road (C)

High Rock Road (C)

Grandview Drive (C)

Lorden Lane (C)

Lyndsey Lane (C)

800 River Road (C)

Colby Road (C)

Gould Road (C)

Left off Deering Center Road (Rt. 149)

Right off Mountain Road

Left off Hatfield Road

Right off South Stark Highway

Off Chuck Street

Off John Connor Road

Off Abbie Drive

Off Sugar Hill Road

800 River Road

Off South Stark Highway

Off South Stark Highway

Roosevelt Drive (C)	Off Bart Clough Road
Buzzell Hill Road (C)	Off East Road
620 River Road (C)	620 River Road
Fox Hollow Drive (C)	Off Concord Stage Road
Peaslee Hill Road (C)	Off East Road
Pine Hill Estates (FP)	Pine Hill Road off Concord Stage Road
Deerhaven Estates (FP)	Off River Road
B&B Lane (FP)	Off Gould Road
Perkins Pond (FP)	Deering Center Road
Daniels Lake (FP)	Old Town Road
Holly Hill Farm (C)	Off Flanders Memorial Drive
Daniels Lake (FP)	Close to Lanctot Plaza
South Stark Highway (FP)	Right off south of center of town
River Road (FP)	
John Stark High School (C)	
Collins Landing (C)	
Center Woods Elementary School (C)	
Rolling Hill (C)	Off Colby Rd.
Elanor Way (C)	Off Rt. 114
Pine Hill (C)	At end of development
Merrill Rd. (FP)	At Town Public Works
Weare Middle School (C)	Rt. 114, South Stark Highway
Fessenden Lane (C)	Off River Road

~~Back Slope of the Safety Complex (on the Center Road side)~~

~~The above cisterns, dry hydrants, fire ponds and back slope of the safety complex shall receive monthly lawn care maintenance.~~ **PLEASE NOTE: All cistern site areas must be maintained from the top to the bottom of the surrounding slopes all around (360 degrees) the structures. This may require cutting, weed-whacking, brush and tree growth and its removal and disposal. For flat surrounding landscape, all areas must be cleared surrounding the cisterns and hydrants. Fire Ponds must be maintained inside and outside of the fences.**

2. Contract Term: The term of this contract shall be April 1, 2017 until and concluding November 30, 2018.
3. Schedule of Payment: Contractor will receive monthly payments between April and November, **at month's end.**
4. Additional Work: Additional work may be available during the season as needed. The Contractor may have first option on this work and the cost for doing this shall be agreed to in writing with the Fire Chief and the Board of Selectmen.
5. Use and Maintenance of Tools: It is understood that the Town shall not be responsible for supplying any tools or equipment for the performance of this Contract. All tools and equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements.
6. General Maintenance Obligation All areas will be kept free of fallen limbs, trash or other materials inconsistent with the area being maintained. This obligation shall also include along the outside of the properties.

7. Insurance: Contractor shall be insured with personal and liability coverage according to the following minimum schedule and limits, and workers' compensation as required by the laws of the State of New Hampshire. A Certificate of Insurance, naming the Town of Weare as an %additional Insured+, shall be filed with the Selectmen's Office demonstrating insurance coverage meeting the minimum requirements described below for at least the period of time covered under the contract.
  - A. Workers' Compensation Insurance: With respect to all operations, the Contractor performs and all those performed for him by subcontractors, worker's compensation insurance shall be in force, per NH State law.
  - B. General Liability Insurance: Contractor shall maintain a policy of general liability, comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits of \$2,000,000 aggregate, \$1,000,000 per occurrence.
  - C. Vehicle Liability: Contractor shall maintain a policy of comprehensive liability coverage for owned, hired and non-owned vehicles. The combined limits of coverage shall not be less than \$1,000,000.
8. Indemnity: The Contractor shall be responsible for all property damage, accidents, injury, death, and other liabilities that in any way relate to the performance of this Contract. The Contractor agrees to indemnify and hold the Town harmless for all damages, costs and attorney's fees. This duty of indemnification shall include the right of the Town to select its legal counsel.
9. Right to Terminate: The Town reserves the right to terminate this contract in the event it determines that the Contractor has failed to satisfactorily perform in the Contract. Whether the Contractor is granted the right to cure unsatisfactory performance rests solely with the Board of Selectmen. The sole right and benefit extended to the Contractor upon termination of the contract shall be the right to cover payment for work already performed in accord with the terms of the Contract.
10. Subcontractors and Assignment: The Contractor may engage the services of subcontractors in the performance of this Contract, but may only do such on prior notice and approval by the Board of Selectmen. The Contractor shall remain liable to the Town for the performance of this contract. The contract may not be assigned without prior permission from the Board of Selectmen.